

ORIGINALE

COPY

1 GRANT OF EASEMENT

2 (SANTA ANA OUTFALL SEWER)

3 -----

4 ROBERT G. MEERS and MARGARET MEERS, husband and wife,
5 each to the extent of their interest and without warranty of
6 title, grant to the CITY OF RIVERSIDE, a municipal corporation
7 of the State of California, a perpetual right of way easement
8 to excavate and grade for, lay, construct, maintain, use,
9 operate, reconstruct, enlarge, improve, replace, repair, inspect,
10 patrol, remove and abandon in place, one or more sewers to be
11 laid underground, with manholes, connections, drainage structures
12 and appurtenant structures, now or hereafter proper and conven-
13 ient for collecting, conducting and carrying sewage, in, under
14 and along the following described real property situate in the
15 County of Riverside, State of California, described as follows:

16 A sanitary sewer easement with a uniform width of
17 32 feet, whose northerly line shall be a perpendicular
18 distance of 22 feet and whose southerly line shall be
a perpendicular distance of 10 feet from the following
described base-line:

19 Commencing at a point on the northeasterly line
20 of the one hundred (100) foot right of way of the Los
21 Angeles and Salt Lake Railroad Company and its lessee,
Union Pacific Railroad Company as conveyed by the
22 Riverside Land and Irrigating Company by deed recorded
in Book 147, page 354 of Deeds, records of Riverside
County, California. Said point bears southeasterly
23 along said northeasterly line of said 100 foot right of
way, a distance of 203.99 feet from the most westerly
24 corner of Lot 2 of Evans Rio Rancho as shown by map on
file in Book 10, pages 52, 53 and 54 of Maps, records
of Riverside County, California;

25 Thence South $60^{\circ} 24' 52''$ East over and across a
portion of said Lot 2 of said Evans Rio Rancho, a
distance of 150.02 feet;

26 Thence south $73^{\circ} 33' 45''$ East, a distance of
166.24 feet;

27 Thence south $32^{\circ} 37' 00''$ East, a distance of 614.34
feet;

28 Thence South $56^{\circ} 21' 19''$ East a distance of 541.92
feet;

29 Thence South $35^{\circ} 06' 40''$ East a distance of 615.27
feet;

30 Thence South $35^{\circ} 06' 21''$ East, a distance of 536.55
feet;

31 Thence South $52^{\circ} 53' 49''$ East a distance of 194.08
feet;

1 Thence North 36° 28' 37" East, a distance of
2 368.67 feet;
3 Thence North 67° 11' 01" East a distance of
4 130.03 feet;
5 Thence North 66° 34' 44" East, a distance of
6 553.35 feet;
7 Thence North 68° 16' 45" East a distance of
8 193.03 feet to the most northerly corner of Lot 15
9 of El Rio Rancho, as shown by map on file in Book
10 29, at page 42 of maps, records of Riverside County,
11 California;

12 Thence said base-line continues North 66° 16'
13 45" East along the northerly lines of said El Rio
14 Rancho a distance of 250.22 feet;

15 Thence North 55° 20' 31" East a distance of
16 427.41 feet;

17 Thence South 66° 56' 30" East a distance of
18 265.00 feet;

19 Thence North 39° 03' 37" East a distance of
20 365.04 feet;

21 Thence North 34° 57' 26" East a distance of
22 375.84 feet to a point on the northwesterly line of
23 Grand Avenue Tract as shown by map on file in Book
24 6, at page 77 of maps, records of Riverside County,
25 California;

26 Thence continuing North 34° 57' 26" East over
27 and across a portion of said Grand Avenue Tract a
28 distance of 155.32 feet;

29 Thence North 59° 29' 45" East a distance of
30 72.40 feet to a point on the northerly line of said
31 Grand Avenue Tract which bears South 77° 03' 26"
32 West (recorded South 77° 06' West) a distance of
33 136.43 feet from the most northerly corner of said
34 Grand Avenue Tract;

35 Thence said base-line of said uniform strip of
36 land 32 feet in width continues North 59° 29' 45" East
37 over and across a portion of Lot 3 of said Evans Rio
38 Rancho a distance of 488.40 feet;

39 Thence North 35° 14' 25" East a distance of 288.95
40 feet to a point on the southeasterly line of said Lot 3;
41 said point bears North 23° 19' East (recorded North
42 23° 06' East) a distance of 265.72 feet from the south-
43 easterly terminus of that certain course delineated as
44 "N 23° 06' E 451.5 feet" on map of said Evans Rio
45 Rancho;

46 The northerly and southerly side lines of said
47 easement shall be lengthened or shortened to terminate
48 with the respective side lines of their adjoining
49 courses, also the side lines of said easement shall be
50 lengthened or shortened to terminate westerly on the
51 northeasterly line of the said 100 foot right of way
52 and easterly on the said southeasterly line of Lot 3,
53 Evans Rio Rancho, delineated as "N 23° 06' E 451.5
54 feet" on map of said Evans Rio Rancho.

55 Together with the right of Grantee, its officers, employees,
56 agents, and independent contractors to enter upon and to pass and
57 repass over and along said easement, for all purposes reasonably
58 incidental to the rights herein granted.

1 To the extent of their interest, and without warranty
2 of title, the Grantors hereby grant to the City of Riverside,
3 in addition to the above described rights, a temporary con-
4 struction period right of way easement, for a term which shall
5 expire October 31, 1953, over and along a strip of land 20 feet
6 in width lying northerly of and adjacent to the northerly,
7 westerly and/or northwesterly line of the right of way easement
8 heretofore granted, for use by the Grantee, its officers, em-
9 ployees, agents and independent contractors for ingress to and
10 from the right of way easement heretofore granted for all pur-
11 poses reasonably required for the construction and completion
12 of the sewer thereon, and also for the deposit of tools, equip-
13 ment, machinery, vehicles, materials and supplies reasonably
14 required in the performance of said work.

15 PROVIDED, however, that the within easements are granted
16 subject to the following conditions:

17 1. The Grantors reserve all rights not expressly granted
18 or reasonably implied herein, including without limitation the
19 right to make such use of the surface of the land as will not
20 interfere with or impair the exercise of the rights of use
21 granted hereby, and to pass over and along said easements.

22 2. The facilities of the Grantee shall be installed
23 by the Grantee at the Grantee's expense and at no cost whatsoever
24 to the Grantors.

25 3. Upon completing any construction or repair of its
26 facilities on said easements, the Grantee shall restore any
27 fences, sprinkling lines, grass or other improvements that have
28 been damaged and shall leave the surface in a neat and present-
29 able condition; and the Grantee shall not use the surface of
30 the said easements for the storage of any equipment or material
31 of any kind except during the periods of actual construction or
32 repair.

1 4. The Grantors may construct and maintain such
2 fences on the right of way easements as are reasonably in-
3 cidental to the care and control of horses and other animals,
4 and to prevent unauthorized persons from entering upon the
5 right of way; provided that suitable gates along the align-
6 ment of the service road be installed and maintained by the
7 Grantors at their own expense, and that the Grantee be pro-
8 vided with duplicate keys. The Grantee shall cause gates
9 which were opened and/or unlocked by its employees and agents
10 to be closed and/or locked immediately after passing through.
11 The Grantee shall promptly repair any such fences or gates
12 broken by it in the course of construction and maintenance,
13 inspection or other use of the within easements.

14 5. The Grantee may remove fences and structures from
15 the temporary right of way easement during the term thereof, and
16 do such grading as may be required to make the right of way
17 available for use for the permitted purposes. Upon the expir-
18 ation of the term of the temporary right of way easement, the
19 Grantee shall promptly, at its own expense, replace any fences
20 or structures which were removed and shall restore the surface
21 of the temporary right of way easement to substantially the
22 grades existing at the time of entry thereon by the Grantee.

23 6. The Grantee shall indemnify and hold the Grantors
24 harmless against any and all loss, damage, liability, claims,
25 demands, or causes of action resulting from injury or harm to
26 person or property arising out of or in any way connected with
27 the Grantee's use of the easements hereunder.

28 7. The easements granted herein are subject to condi-
29 tions, restrictions, reservations, exceptions, encumbrances,
30 rights and easements of record.

31 8. The recording of this grant of easement with
32 resolution of acceptance will constitute the acceptance of the

1 grant and the terms and conditions thereof.

2 9. The consideration for this grant of easement, which
3 is in the agreed amount of Two Hundred Dollars (\$200.00), con-
4 templates an underground outfall sewer, with manholes and ap-
5 purtenant surface structures shown on the plans for the ori-
6 ginal construction thereof, and a patrol or maintenance road.
7 The Grantors are not relieved by this grant from prosecuting
8 valid claims for any additional severance damage caused to
9 land they owned by them by the future construction above the
10 surface of the land of additional structures other than man-
11 holes.

12 IN WITNESS WHEREOF, the Grantors have executed the
13 within grant of easements this 14th day of April, 1958.

15 Robert G. Heers

16 Robert G. Heers

18 Margaret Heers

19 Margaret Heers

20 COUNTY OF SAN BERNARDINO)
21)ss
22 CITY OF SAN BERNARDINO)
23)

24 On this 14th day of April, 1958, before me Eileen Operini
25 a Notary Public in and for said county and state, personally ap-
26 peared Robert G. Heers and Margaret Heers, known to me to be the
27 persons whose names are subscribed to the within instrument, and
28 acknowledged to me that they executed the same.

29 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
30 my official seal the day and year in this certificate first above
31 written.

32 Eileen Operini

33 3/23/58
34 (7)

35 Notary Public in and for said county
36 and State

37 -5- My Commission Expires May 10, 1959

38 (SEAL)

Hear's

1 RRS. NO. 1. - 8038.

2 A NUMBERED LIST OF THE FOLLOWING PLACES AND AREAS
3 WHICH ARE LOCATED IN THE CITY OF LIVERMORE,
4 CALIFORNIA, AND WHICH ARE BEING CONSIDERED AS BEING
5 SUBJECT TO THE EXCAVATION AND REMOVAL OF SOIL
6 AND MATERIALS FOR THE CONSTRUCTION OF A DRAINAGE
7 DITCH, OR DRAINS, OR DITCHES, OR DRAINS, OR DRAINS,

8 WHICH ARE LOCATED IN THE CITY OF LIVERMORE.

9 WHEREAS, by the City Council of the City of Liver-
10 more, in its capacity as such, found, determined and declared
11 that it was expedient and necessary to have the ac-
12 cess and right-of-way, or a right-of-way, or a right-of-way
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33 THAT IT IS EXPEDIENT AND NECESSARY TO PLAN AND LOCATE, AT THE
34 POINT WHICH WILL BE CONVENIENT WITH THE GREATEST PROFIT AND
35 LEAST EXPENSE, DRIPS, OR DRAINS,

36 IT IS EXPEDIENT AND NECESSARY TO HAVE THE AC-
37 CESSION AND RIGHT-OF-WAY AND CONNECTION WITH SUCH PROBLEMS AS
38 AND PURPOSE AND APPROVEMENT OF A PERPETUAL RIGHT-OF-WAY EAS-
39 EMENT IN, OVER, UPON AND ACROSS THE LAND IN THE CITY OF LIVERMORE,
40 COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WHICH RIGHT-OF-WAY, EASE-
41 MENT AND LAND ARE DESCRIBED AS FOLLOWS:

42 A PERPETUAL RIGHT-OF-WAY, PLACEMENT TO EXCAVATE AND REMOVE SOIL,
43 LA., CONCRETE OR, STONE, IRON, OPERATE, RECONSTRUCT, ENLARGE,
44 IMPROVE, RELOCATE, REPAIR, PATROL, REMOVE AND ABANDON IN
45 PLACE, ONE OR MORE DRAINS, VEHICLES, CONNECTIONS AND APPARATUS
46 AND STRUCTURES, AND THE SITE OF DRAINS, TUNNELS AND DITCHES, NEW OR
47 HEREAFTER PROPER AND CONVENIENT FOR COLLECTING, CONDUCTING AND
48 GROUT, IN DRAINS, TUNNELS, DITCHES AND ACROSS THE FOLLOWING DESCRIBED

1 local property situated in the County of Riverside, State of
2 California, and described as follows:

3 The portion of lot 2 of Vaca Rio Ranch, as shown
4 on the San Joaquin River Block 10, pages 52, 53 and
5 54, Riverside County records, consisting of a strip
6 of land one-half mile wide by 22 feet long, along,
7 except and without runs to the northerly lines of
8 Gila Street, Valley Street and the northwesterly
9 lines of the Gila River Ranch, as shown
10 on the San Joaquin River Block 2, page 42, River-
11 side County records.

12 A strip of land 22 feet wide by 22 feet long, and sit-
13 uated, according to maps and independent contracts, in
14 the rear of the Gila River Ranch and the rear of the project
15 which includes the Gila River Ranch, at front of which lies, trees,
16 shrubs, bushes, vines, rocks, while surrounded, for all
17 purposes, by trees, shrubs, vines, equipment or the project, in such
18 manner as to permit the use of the same to deposit tools, equipment,
19 materials, and articles convenient thereto.

20 That the aforesaid land, and necessarily also may be the
21 acquisition and location of a temporary construction period
22 of two days subsequent to a day which will expire on October
23 31, 1955, near and adjacent to said 22 foot wide by 22 feet long
24 strip, also, a sufficient distance from the northwesterly, north-
25 westerly, and northeasterly, side lines of the above described
26 strip of land 22 feet wide and 22 feet long, the project at all times
27 may use and utilize the same, for use by the City of
28 Riverside, its officers, employees, agents, and independent con-
29 tractors, for the purpose of the use of the same to deposit tools,
30 equipment, materials, articles, vehicles, and proper fixtures and furniture
31 and supplies.

32 That the aforesaid land, and necessarily also may be the
33 acquisition and location of a temporary construction period
34 of two days subsequent to a day which will expire on October
35 31, 1955, near and adjacent to said 22 foot wide by 22 feet long

1. Pursue and prosecute such proceeding in the name of the City
2. At law side, in the Superior Court of the State of California,
3. In and for the County of Riverside, or any other court having
4. Jurisdiction thereof, as may be necessary for the acquisition of
5. The title to my interest in the real property and parcel of
6. Land herein described, by sale either in accordance with the
7. provisions of the laws of said jurisdiction, and the jurisdiction
8. of the Court of Common Pleas, and the judgment of which
9. shall be subject to such as it is an order of law, the amount
10. of costs awarded to me by the said court
11. by reason of the filing, service, and removal
12. of my suit, and by the trial of the cause, and completion
13. of the same.

14. I further direct that the City Attorney, Controller
15. and Clerk be and are hereby authorized to make deposit of such amount of money
16. out of proper funds of the City of Riverside as is fixed and
17. determined by said Superior Court; and also to deposit
18. such amounts if any as jury fees, reporter fees and other
19. court expenses as may from time to time by said court.

20. Attest: E J Odele
21. W. G. Clark City Clerk
22. City of Riverside
23. City of Riverside
24. City of Riverside
25. City of Riverside
26. City of Riverside
27. City of Riverside
28. City of Riverside
29. City of Riverside
30. City of Riverside
31. City of Riverside
32. City of Riverside

1 I, * * * * * the Clerk of the City of Riverside,
2 California, hereby certify, that the whole number of the
3 members of the City Council of said City is seven (7), and
4 that the same are properly designated and regular, and are
5 elected each by the City Council of said City by the cumulative
6 vote of seven (7) candidates, and that the total number of
7 votes cast at the election was less than the number of the
8 number of voters, and by the ballot of said candidates
9 John C. McMillion Backstrand, Bergin, Bonnett, Johnson, O'Neill,
10 Smuts and Voris.

11 None.

12 None.

13 I, * * * * * I have taken and set my hand and affixed
14 the seal of the City of Riverside this first day of
15 January, 19--.

16 _____
T. G. Tracy

17 _____
18 The Clerk of the City of Riverside
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RESOLUTION NO. 6473

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF RIVERSIDE, CALIFORNIA, ACCEPTING A GRANT
OF EASEMENT

Be It Resolved, that a Grant of Easement, dated April 14, 1956,
executed by Robert G. Morris and Margaret Morris, granting to the City of Riverside,
a municipal corporation, a perpetual right of way easement to excavate and grade
for, lay, construct, maintain, use, operate, reconstruct, enlarge, improve,
replace, repair, inspect, patrol, remove and abandon in place, one or more sewers
to be laid underground for collecting, conducting and carrying sewage in, under
and along, the property being more particularly described in said Easement, be,
and the same is hereby officially accepted.

ADOPTED by the City Council, signed by the Mayor and attested by the
City Clerk this 15th day of April, 1958.

E J Sales
Mayor of the City of Riverside

ATTEST:

C. H. White

City Clerk of the City of Riverside

I, C. H. White, City Clerk of the City of Riverside, California,
hereby certify that the foregoing resolution was duly and regularly introduced
and adopted by the City Council of said City, at its meeting held on the 15th
day of April, 1958, by the following vote:

Ayes: Councilmen Backstrand, Bergin, Bennett, Johnson, and O'Neill.

Noes: None.

Absent: Councilmen Smutz and Voris.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
official seal of the City of Riverside, California, this 15th day of April, 1958.

C. H. White

City Clerk of the City of Riverside.

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RESOLUTION NO. 6473

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF RIVERSIDE, CALIFORNIA, ACCEPTING A GRANT
OF EASEMENT

Be It Resolved, that a Grant of Easement, dated April 14, 1956,
executed by Robert G. Morris and Margaret Morris, granting to the City of Riverside,
a municipal corporation, a perpetual right of way easement to excavate and grade
for, lay, construct, maintain, use, operate, reconstruct, enlarge, improve,
replace, repair, inspect, patrol, remove and abandon in place, one or more sewers
to be laid underground for collecting, conducting and carrying sewage in, under
and along, the property being more particularly described in said Easement, be,
and the same is hereby officially accepted.

ADOPTED by the City Council, signed by the Mayor and attested by the
City Clerk this 15th day of April, 1958.

E J Sales
Mayor of the City of Riverside

ATTEST:

C. H. White

City Clerk of the City of Riverside

I, C. H. White, City Clerk of the City of Riverside, California,
hereby certify that the foregoing resolution was duly and regularly introduced
and adopted by the City Council of said City, at its meeting held on the 15th
day of April, 1958, by the following vote:

Ayes: Councilmen Backstrand, Bergin, Bennett, Johnson, and O'Neill.

Noes: None.

Absent: Councilmen Smutz and Voris.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
official seal of the City of Riverside, California, this 15th day of April, 1958.

C. H. White

City Clerk of the City of Riverside.